



Fairbanks North Star Borough

General Services

809 Pioneer Road

PO Box 71267 • Fairbanks, Alaska 99707-1267

(907) 459-1297 • FAX 459-1100

RFP Number: 15011

Date of Issue: July 28, 2014

FNSB Business Metropolitan Area Network (MAN)

Submittal Date and Time:

**August 27, 2014 @ 5:00 p.m.
Alaska Prevailing Time**

Pre-Proposal Conference Date/Time:

Dial 1-877-459-1121

August 11 2014 @ 2:00 p.m. (Alaska Prevailing Time)

Mandatory: ___Yes X No

Location: Chizmar Conference Room

Borough Administrative Center

809 Pioneer Road, Fairbanks, Alaska 99701

For questions about this RFP, contact:

Marnie Long-Boehl

FNSB Procurement Specialist

(907) 459-1297

Fax: (907) 459-1100

purchasing@fnsb.us

www.co.fairbanks.ak.us/bidsonline

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

Return Mailing Address

Offerors must submit **one original and four (4) copies** of their technical proposal, and one original of the price or cost proposal in a separate envelope, to the Fairbanks North Star Borough (BOROUGH) Purchasing Division. The envelopes must be addressed as follows:

FNSB Department of General Services
Purchasing Division
Attention: Marnie Long-Boehl, Procurement Specialist

In bottom left hand corner, indicate:
RFP Number: **15011**
Project Name: **FNSB Business Metropolitan Area Network (MAN)**

For US Mail, send to:
PO Box 71267
Fairbanks, AK 99707

For courier service, send to:
809 Pioneer Road, Second Floor
Fairbanks, AK 99701

Deadline for Receipt of Proposals

Proposals must be received no later than **5:00 PM, Alaska Prevailing Time on August 27, 2014**. Proposals sent via electronic means (fax, email, etc.) will be considered non-responsive and eliminated from consideration.

Contact Person

The point of contact for this RFP is:

Marnie Long-Boehl
FNSB Procurement Specialist
Phone: # 907-459-1297
Fax # 907-459-1100
purchasing@co.fairbanks.ak.us

Pre-proposal Conference

A pre-proposal conference will be held at 2:00 p.m. Alaska Prevailing Time, on August 11, 2014 in the Chizmar Conference Room on the 1st floor of the Borough Administrative Center (BAC) Building in Fairbanks, Alaska. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. **Persons participating by telephone SHALL dial 1-877-459-1121 five (5) minutes prior to the meeting start time.**

If a pre-proposal conference is MANDATORY, it will be stated on the cover sheet of the RFP. Proposers who fail to attend the mandatory pre-proposal conference may be declared non-responsive and eliminated from further consideration.

Purpose of the Request for Proposal (RFP)

The BOROUGH is soliciting proposals for establishing a Metro Ethernet Network to link the Borough Administration Center to a number of external BOROUGH buildings using selective bandwidths and media (e.g., copper and/or fiber optic cabling). This network will be used to support the majority of BOROUGH business information systems and preclude the current requirement to house servers and data storage equipment at most of these locations by virtue of an existing, very limited WAN consisting of multiple-hop microwave and wireless links.

Budget

The BOROUGH estimates an annual budget of **\$136,000** dollars to complete this project. Compliant proposals whose total cost is above this amount may be accepted but the BOROUGH SHALL determine which facilities to postpone from the project to keep within budget constraints. If additional funds become available within one calendar year after execution of this contract, the BOROUGH maintains the right to add in selected links at the proposed costs. Similarly, if bandwidth requirements change over the life of this contract, this contract SHALL allow for fair market increases in bandwidth to be negotiated.

The length of this contract SHALL be five (5) years.

Location of Work

The order and locations of the work that **SHALL** be performed are as follows:

Facility Name	Building Address
Borough Administrative Center	809 Pioneer Road, Fairbanks
Transportation Department	3175 Peger Road, Fairbanks
Transit Park	501 Cushman Street, Fairbanks
North Pole Branch Library	656 NPHS Blvd., North Pole
Noel Wien Library	1215 Cowles Street, Fairbanks
Animal Control	2408 David Road, Fairbanks
Solid Waste Landfill	455 Sanduri Street, Fairbanks
Big Dipper	1920 Lathrop Street, Fairbanks
Facilities Maintenance	1885 Marika Road, Fairbanks
Pioneer Park	2300 Airport Road, Fairbanks
Carlson Center	2010 2nd Avenue, Fairbanks

The BOROUGH **SHALL NOT** provide workspace for the contractor.

Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable material SHALL be made in writing and received by the BOROUGH Purchasing Division at least seven (7) days before the proposal closing date and time. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offerors' proposals upon which award could not be made.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Purchasing Division, in writing, at least seven (7) days before the date and time set for the RFP closing.

Address all questions, objections, or comments to: BOROUGH Procurement Specialist, Marnie Long-Boehl. Contact information is shown above.

The BOROUGH assumes no responsibility for any interpretation or representations made by any of its officers, agents, or employees unless interpretations or representations are incorporated in a written amendment to the RFP.

Amendments

If an amendment is issued, it will be provided to all who registered and are on the Plan holder's list. The amendment is also published on the BOROUGH'S online procurement solicitation website.

Alternate Proposals

Offerors may only submit one (1) proposal for evaluation.

Alternate proposals SHALL not be considered unless specifically requested in the RFP document.

Right of Rejection

Offerors must comply with all of the terms of the RFP, BOROUGH Code of Ordinances Title 16, and all applicable local, state, and federal laws, codes, and regulations. The BOROUGH Purchasing Division SHALL reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors SHALL not restrict the rights of the BOROUGH or qualify their proposal. If an offeror does so, the BOROUGH Purchasing Division SHALL declare the proposal non-responsive and eliminate it from further consideration.

The BOROUGH Purchasing Division has the authority and discretion to waive irregularities on any and all proposals if in their judgment such waiver would be in the best interest of the BOROUGH and would not negatively impact the integrity of the procurement process or provide an unfair competitive advantage.

The BOROUGH reserves the right to refrain from making an award if it determines that to be in its best interest.

Withdrawal, Modification or Correction

After depositing a proposal, an offeror may withdraw, modify or correct their proposal, providing the BOROUGH Purchasing Division receives the request for such withdrawal, modification, or correction before the time set for the submittal deadline. The original proposal, as modified by such written communication SHALL be considered as the proposal. No offeror SHALL be permitted to withdraw their proposal after the time set for submittal deadline.

Late Proposals

Late proposals are proposals received after the time and date set for submittal deadline. Proposals SHALL be received during the period and at the place stated in this RFP. It is the sole responsibility of the offeror to see that their proposal is submitted prior to the scheduled due date and time for RFP submittals. Any proposal received after the scheduled due date and time will not be considered, but will be held unopened in the file, unless other disposition is requested or agreed to by the offeror. Other disposition will not occur until after award.

BOROUGH Not Responsible for Preparation Costs

The BOROUGH will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

Disclosure of Proposal Contents

All proposals and other material submitted become the property of the BOROUGH and may be returned only at the BOROUGH'S option. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the BOROUGH Purchasing Division does so, and if the BOROUGH Purchasing Division agrees, in writing, to do so. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

Subcontractors

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror SHALL identify in their proposal the names of the subcontractors and the portions of the work the subcontractors SHALL perform.

If a proposal with subcontractors is selected, the offeror SHALL provide the following information concerning each prospective subcontractor within five (5) working days from the date of the BOROUGH'S request.

Subcontractor's:

- a) complete name,
- b) complete address,
- c) scope of work,
- d) percentage of work to be provided.

An offeror's failure to provide this information within the required timeframe, may cause the BOROUGH Purchasing Division to consider their proposal non-responsive and eliminate it from further consideration.

The substitution of any subcontractor(s) may be made only with prior written approval from the BOROUGH project manager.

Joint Ventures

Joint ventures will not be allowed.

Offeror's Certification

By signature on their proposal, offerors certify compliance with:

- a) BOROUGH Code of Ordinances Title 16,
- b) the applicable portion of the Federal Civil Rights Act of 1964,

- c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government,
- d) the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government,
- e) all terms and conditions set out in this RFP,
- f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury, and
- g) that their offers SHALL remain open and valid for at least 90 days.

If any offeror fails to comply with (a) through (g) of this paragraph, the BOROUGH reserves the right to eliminate the proposal from consideration, terminate the contract, or consider the contractor in default.

Gratuities and Kickbacks

The offeror acknowledges and agrees to Section 16.70.030 of the Fairbanks North Star Borough Code which provides as follows:

"It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order."

Lobbying

To insure that the RFP selection process is not distorted or compromised by private lobbying outside the procedures designed to produce the best proposal for the BOROUGH and the public:

- a) No offeror may disclose his proposal to members of the selection committee, nor to members of the Borough Assembly, prior to the issuance of the Notice of Intent to Award.
- b) The BOROUGH SHALL select those proposals which are responsive and which merit further discussion. Any person whose proposal is selected for further discussion SHALL confine all contacts with the BOROUGH to those permitted by the formal selection procedures. Any person whose proposal is not selected must not discuss the matter with either committee members nor with assembly members, but may file a protest under the BOROUGH Procurement Code, BOROUGH 16.65.010.

The prohibitions in this section apply whether or not the committee member or assembly member has a personal or financial interest in the outcome of the selection process.

The following provisions apply to violations of this section:

- a) If the violation is discovered prior to award, and the selection process has not been compromised, then the proposal offered by the violator SHALL be disqualified from further consideration; if the selection process has been compromised such that the BOROUGH must cancel this RFP and issue a new one, then the offeror SHALL be liable to the BOROUGH for all costs of issuing a new RFP for similar or substantially similar services.
- b) If the violation is discovered after the award, then the contract is voidable at the sole option of the BOROUGH, and the offeror SHALL be liable to the BOROUGH for: (1) the difference, if any, between the cost of the offeror's services under the existing contract, and the cost of any new offeror's services under a new contract for similar or substantially similar services; in no case SHALL the BOROUGH be liable to the offeror for any savings under a new contract, and (2) for the reasonable costs of issuing a new RFP for similar or substantially similar services, and (3) for any costs of obtaining such services on an emergency or expedited basis; the violator is liable to other offerors under the same RFP for their costs of proposal preparation. The purpose of this subsection, and only this subsection, is to create enforceable rights in third parties. The provisions of this subsection apply to those persons not submitting proposals, but who would have done so if not for the actions of the violator. Such third parties may assert such claims only after the BOROUGH makes a finding that such a violation has occurred. No other provision of this RFP creates enforceable rights in third parties.

The provisions of this subparagraph relating to sanctions does not limit the power of the BOROUGH, or any third party, to seek other remedies under the BOROUGH Code, the Statutes, or the laws of the United States.

Environmental Requirements

The Contractor recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to projects being financed in whole or in part with Federal and State funds. The Contractor and any of its sub-contractors agree to comply with any such requirements as the federal or state government may now or in the future promulgate.

Responsibility to Keep Informed

It is the offerors' responsibility to keep informed. Failure to do so may result in a proposal being declared non-responsive and eliminated from further consideration.

SECTION TWO STANDARD PROPOSAL INFORMATION

Proposal Transmittal Form

The Proposal Transmittal Form SHALL serve as the cover sheet to an offeror's proposal. This form must include an original signature of the individual authorized to bind the offeror to the provisions of the RFP.

Site Inspection

The BOROUGH may conduct on-site visits to evaluate the offerors' capacity to perform the contract. Offerors must agree, at risk of being found non-responsive and having their proposal eliminated from further consideration, to provide the BOROUGH reasonable access to relevant portions of their work sites. Site inspections will be performed by individuals designated by the BOROUGH Purchasing Division at the BOROUGH'S expense.

Supplemental Terms and Conditions

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP, or that diminish the BOROUGH'S rights under any contract resulting from the RFP, will be considered null and void. The BOROUGH is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- b) if the BOROUGH'S rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

Discussions with Offerors

The BOROUGH may conduct oral and/or written discussions with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors SHALL be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers.

The BOROUGH may award a contract on the basis of initial proposals received, without requesting clarification, discussions or a best and final offer. Therefore, each initial proposal SHALL contain the Offeror's best terms from cost/price and technical standpoints.

Evaluation of Proposals

The evaluation committee, made up of at least three (3) BOROUGH employees or designees, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in the RFP.

Extension of Prices

In the case of error in the extension of prices in the proposal, the unit price SHALL govern.

Vendor Tax Number

If goods or services procured through this RFP must be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the BOROUGH before payment SHALL be made.

Converting Offeror's Cost or Price to Points

The maximum score for the Cost or Price Schedule included in this RFP, as provided by the offerors, SHALL be awarded to the firm offering the lowest total cost or price. Appropriate proportional scores SHALL be assigned to the other Offerors.

Notice of Intent to Award (NOIA)

After the completion of the evaluation and scoring process, the BOROUGH Purchasing Division will issue a written Notice of Intent to Award (NOIA) and send copies to all offerors. The NOIA will indicate the name and address of the successful offeror.

Post Award Negotiations

After the Notice of Intent to Award has been issued, the BOROUGH and the successful offeror may conduct good faith negotiations to address non-material aspects of the resulting contract. Should the BOROUGH be unable to negotiate a contract with the successful offeror, negotiations will be formally terminated. The BOROUGH may then initiate negotiations with the second highest ranked offeror. This process will continue until an agreement is reached.

Protest

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the BOROUGH Chief Procurement Officer. A protest with respect to a request for proposal SHALL be submitted in writing prior to the closing date, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to the closing date. The protest SHALL be submitted within five (5) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.

The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protestor; (2) the signature of the protestor or the protestor's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) a non-refundable filing fee of \$75.00. Protests SHALL be treated in accordance with BOROUGH Code of Ordinances 16.65.010.

Notwithstanding any other provision of this section, an interested person is free at any time to contact the BOROUGH Purchasing Division for the purpose of clarifying selection procedures.

SECTION THREE STANDARD CONTRACT INFORMATION

Disputes

Any dispute arising out of this agreement SHALL be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in Fairbanks, Fourth Judicial District, State of Alaska.

Severability

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions SHALL not be affected; and, the rights and obligations of the parties SHALL be construed and enforced as if the contract did not contain the particular provision held to be invalid.

Federal Requirements

Any provision required to be included in a contract resulting from this RFP, by any applicable and valid executive order, federal, state or local law, ordinance, rule or regulation, SHALL be deemed to be incorporated herein.

Right to Inspect Place of Business

At reasonable times, the BOROUGH may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the BOROUGH makes such an inspection, the contractor must provide reasonable assistance.

Assignment

The contractor may not transfer or assign any portion of the contract without prior written approval from the BOROUGH.

Contract Approval

This RFP does not, by itself, obligate the BOROUGH. The BOROUGH'S obligation SHALL commence when the contract is signed by the Borough Mayor or mayor's designee. Upon written notice to the contractor, the BOROUGH may set a different starting date for the contract. The BOROUGH SHALL not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the BOROUGH.

Acceptance of Standard Contract Provisions/Contract

By submitting a response to this RFP, offeror accepts the Standard Terms and Conditions and contract set forth in the attached sample contract. The BOROUGH will not negotiate changes to material provisions. **The BOROUGH will not negotiate changes to material provisions, specifically in the Sample Contract (Attachment E) for 9) Insurance Requirements; 11) Indemnification; and 12) Defense and Hold Harmless Provision; and Termination.**

Offerors requesting additions or exceptions to nonmaterial requests SHALL submit the exception accompanied by an explanation why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. Offerors must address these issues via e-mail or in writing to the procurement specialist no less than one week prior to the submittal deadline. Questions received after the deadline may not be considered.

The successful contractor SHALL be required to sign and submit a contract that is similar to the "Sample Services Contract" included in this RFP. **Any additional contracts which the Offeror requests the BOROUGH to sign SHALL become part of the BOROUGH Contract.**

After the Notice of Award is issued, the successful contractor will have ten (10) days to return signed contract documents, a Certificate of Insurance, and any bond requirements, in accordance with the specifications identified in this RFP.

Proposal as a Part of the Contract

This solicitation document SHALL become part of any contract resulting from this Request for Proposal (RFP).

Insurance Requirements

Prior to commencing any work under a contract resulting from this RFP, the successful offeror SHALL provide a Certificate of Insurance in a form acceptable to the BOROUGH showing that they have the required insurance coverage. The required coverage must be obtained and maintained with an insurance company rated "Excellent" or "Superior" by A.M. Best Company, or specifically approved by the BOROUGH risk manager.

If an offeror has a question as to their ability to provide the required coverage they should consult with their agent or broker prior to submitting a response to the RFP.

- a) **Limits:** The successful offeror SHALL obtain insurance for not less than the following limits:
Commercial general liability, occurrence basis: \$1,000,000 limit per occurrence;
Comprehensive automobile liability: \$1,000,000 combined single limit;
Workers' Compensation coverage including Employer's Liability with limits of:
\$100,000 each accident, \$500,000 disease--policy limit, and \$100,000 disease--each employee.
- b) **Automobile Liability Insurance:** All autos, or all owned, non-owned, and hired automobiles must be insured when the successful offeror is using them to do work resulting from this RFP.
- c) **Workers' Compensation:** Any employee of the successful offeror must be covered by workers' compensation insurance during the term of work resulting from this RFP. *Sole Proprietors* - The successful offeror must sign a workers' compensation release on a form provided by the BOROUGH; *Partnerships* - Every partner must sign a workers' compensation release on a form provided by the BOROUGH. Offeror's workers' compensation policy SHALL be endorsed to include a waiver of subrogation in favor of the BOROUGH.
- d) **Alternate Coverage:** A combination of primary and excess/umbrella policies may be used to fulfill the insurance requirements of this section.
- e) **Additional Insured:** During the term of work, the successful offeror SHALL add and maintain the BOROUGH as an additional insured in the Offeror's commercial general liability policy. This policy SHALL provide primary coverage for the BOROUGH, and it SHALL provide that the policy treats each additional insured as though the insurer had issued separate policies.
- f) **Cancellation:** The insurer SHALL send the BOROUGH thirty (30) days written notice before it cancels, refuses to renew, or materially alters coverage required by this contract. The successful offeror SHALL assure that the insurance policies include a provision requiring this prior notice.

Contract Funding

BOROUGH funds unless noted elsewhere in the RFP, are available for the initial purchase and/or the first term of the contract resulting from this RFP. Payment and performance obligations for future purchases and/or contract renewals are subject to the availability and appropriation of funds.

Proposed Payment Procedures

The BOROUGH will make payments based on a stated payment schedule. Each billing must include an invoice. No payment SHALL be made until the invoice has been approved by the project manager.

Contract Payment

Under no conditions SHALL the BOROUGH be liable for the payment of any interest charges associated with the cost of the contract.

Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the project manager. If performed, the scope of the debriefing SHALL be limited to the work performed by the contractor.

Contract Personnel

The project manager must approve any change of the project team members named in the proposal, in advance and in writing. Personnel changes that are not approved by the BOROUGH may be grounds for the BOROUGH to terminate the contract.

Indemnification, Defense and Hold Harmless Provision

The Offeror SHALL defend, hold harmless and indemnify the BOROUGH, its officers, agents, and employees, against any claims, loss, and/or damages directly or indirectly arising from or claiming to arise from any injury to any person(s), damage to any property, or any economic loss, arising out of, in whole or in part, (1) the Offeror's performance or non-performance of its duties under this contract; and/or (2) any defect in any services provided by the Offeror. This duty to defend, indemnify, and hold harmless SHALL include the Offeror's responsibility for any and all foregoing claims, even if such claims are groundless, false, and/or fraudulent and any and all equitable relief, damages, costs and attorney fees except those caused by either the BOROUGH'S sole negligence or its willful misconduct.

This obligation SHALL be continuing in nature and extend beyond the term of this agreement. The doctrine of equitable tolling extends the time within which an action for breach of this provision may be filed.

"Offeror" and "BOROUGH" as used in this section, include the employees, agents, sub-contractors, and any other persons who are directly employed by or otherwise legally responsible, respectively to each party.

Termination

Both parties may agree in writing to terminate this agreement at any time; either party may terminate the contract if the other party fails to perform in the manner called for in the contract; the BOROUGH may terminate the contract for its own convenience on thirty (30) days written notice; and the agreement will terminate if the BOROUGH Assembly fails to appropriate necessary funds or repeals all or substantially all of the appropriations which fund this agreement.

In case of default by the contractor, for any reason whatsoever, the BOROUGH may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost or other remedies under law or equity.

If this contract is terminated, the contractor has no further duty to perform other than that work reasonably necessary to stop work in a safe and workmanlike manner. Likewise, if this contract is terminated, the BOROUGH has no further duty to pay the contractor except for the work satisfactorily completed or goods delivered and accepted, as of the date of termination, and the additional work completed as being reasonably necessary to stop work in a safe and workmanlike manner.

Impossibility to Perform

The contractor is not liable for any failure to perform its obligations under this agreement, if that failure is caused by any unforeseeable force beyond the control of, and without the fault or negligence of, the contractor. For the purposes of this agreement, such forces SHALL mean any emergency under the Alaska Disaster Act (AS 26.23); war (whether declared or not); revolution; invasion; insurrection; riot; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment, or labor because of priority, allocation, or other regulations of any governmental authorities.

Inspection and Modification -- Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project manager. The BOROUGH may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the project manager determine that corrections or modifications are necessary in order to accomplish its intent, they may direct the contractor to make such changes. The contractor SHALL not unreasonably withhold such changes.

Contract Changes - Unanticipated Change Orders

During the course of this contract, the contractor may be required to perform additional work. That work SHALL be within the general scope of the initial contract. When additional work is required, the project manager SHALL provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data may be required to justify the cost of such change orders per BOROUGH Code 16.30.080.

The contractor SHALL not commence additional work until the project manager has secured any required BOROUGH approvals and issued a written contract change order.

Affirmative Action/Equal Opportunity

The BOROUGH is an Affirmative Action/Equal Opportunity employer. The BOROUGH, and all its contractors, offerors and suppliers, agree and certify that they SHALL comply with the requirements of all pertinent Federal and State laws relating to equal opportunity in contracting and procurement activities.

Project Manager

After award of this contract, the project manager, or his designee, SHALL be the BOROUGH'S authorized representative in all matters pertaining to the administration of the terms and conditions of this contract and to whom all notices must be sent. The successful contractor's contract manager SHALL be responsible for coordinating all matters pertaining to the resultant contract with the BOROUGH'S project manager.

SECTION FOUR BACKGROUND INFORMATION

Background Information

Background information concerning this project is as follows;

The Fairbanks North Star Borough is a second-class Borough incorporated in 1964. The BOROUGH covers 7,361 square miles of the Tanana River Valley of the interior region of Alaska. The BOROUGH government resides in Fairbanks, Alaska.

The BOROUGH population is 97,970. Two first-class cities are located within the BOROUGH'S boundaries: North Pole with 2,212 residents and Fairbanks with a population of 35,132. There are also two large military installations within the BOROUGH, Fort Wainwright Army Post and Eielson Air Force Base. These installations account for over one-fifth of the BOROUGH'S population.

The BOROUGH employs approximately 400 employees. Approximately 150 employees work in the Borough Administrative Center (BAC), a three-story office building. The Mayor's Office and the Assembly Chambers are also located in the BAC. There is considerable public traffic in this building as departments such as Community Planning, the Clerk's Office, Assessing, Tax Collection and the Purchasing Office are located here. In addition, the BOROUGH's primary Computer Room is located on the second floor of the BAC. The remaining employees work in other facilities located throughout the BOROUGH.

The BOROUGH operates approximately 700 thousand square feet of property, including 40 buildings and facilities. These include most of the locations covered by this RFP.

The BOROUGH supports critical government databases, including graphic, geographic and substantial database management applications such as Geographic Information Systems, Aurora Assessing databases, Pictometry, property pictures, LIDAR and aerial photography. The BOROUGH also supports a large financial management system, including general ledger, treasury and budget, purchasing and general services, human resources, payroll, etc. Additionally, the BOROUGH maintains a property taxing system, and several specialized systems for transportation, fleet maintenance, air quality, building maintenance, animal control, etc.

The BOROUGH has a dated microwave and wireless radio business wide area network (WAN) that barely meets current business requirements but will not adequately meet near- and far-term system requirements. The backbone of this network are two 100 Mbps licensed microwave links from the BAC roof to a tower on Birch Hill and from the tower back to the roof of the Fairbanks Memorial Hospital. From those locations the BOROUGH uses wireless radios to each of the external buildings. The radios were rated at 30 Mbps when new and have been in place for approximately 8 years with minimum maintenance.

The limited bandwidth has forced the BOROUGH to place servers and data storage equipment at most locations. This presents problems with completing data backups and maintaining current data at most locations. Typically, these external locations must rely on last week's data that is downloaded from BAC servers each weekend while there is little network traffic. The number of multiple, redundant servers could easily be reduced and combined at the BAC computer room provided that there was sufficient business WAN bandwidth to allow external users to have their systems and data access with latency and response times similar to those experienced by staff working in the BAC.

SECTION FIVE SCOPE OF WORK

Scope of Work

The BOROUGH'S Computer Services Department is soliciting proposals for a faster and more reliable, offeror managed, maintained, and secured business Metro Ethernet network system (a.k.a. Metropolitan Area Network) consisting of guaranteed bandwidth using fiber optic or copper cabling. The required and dedicated Metro Ethernet network system will link the Borough Administrative Center (BAC) with the majority of the BOROUGH'S external buildings as a major part of the Borough Business Wide Area Network (WAN).

The completion of the Metro Ethernet Business WAN will eliminate the requirement for many servers and associated data storage devices located in these external buildings and enable some cost recovery. Data backups will be simplified and far more comprehensive. Additionally, users will have access to real-time data.

BOROUGH Facilities are opened Monday through Friday, 8:00 a.m. to 5:00 p.m. with the following exceptions as follows:

North Pole Branch Library

Tuesday – Wednesday	11:00 a.m. to 9:00 p.m.
Thursday – Friday	11:00 a.m. to 6:00 p.m.
Saturday	11:00 a.m. to 5:00 p.m.

Noel Wien Library

Sunday	1:00 p.m. to 5:00 p.m.
Monday – Thursday	10:00 a.m. to 9:00 p.m.
Friday	10:00 a.m. to 6:00 p.m.
Saturday	10:00 a.m. to 5:00 p.m.

Animal Control

Monday – Saturday	11:00 a.m. to 6:00 p.m. with the exceptions of Holidays
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Solid Waste Landfill

Sunday	12:00 p.m. to 4:00 p.m.
Monday – Friday	8:00 a.m. to 4:00 p.m.
Saturday	9:00 a.m. to 4:00 p.m.

Big Dipper Ice Arena

Fall / Winter Hours	6:00 a.m. to 12:00 a.m.
Spring / Summer	6:00 a.m. to 11:00 p.m.

Pioneer Park

Sunday – Saturday	24 hours / daily Year Round
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Pioneer Park Office

Monday – Friday	8:00 a.m. to 5:00 p.m.
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Carlson Center

Sunday – Saturday	8:00 a.m. to 4:00 p.m.
Events	8:00 a.m. – 12:00 a.m.

The required bandwidth for each building is designated based on unique user requirements and ranges from 50 Mbps to at least 1 Gbps. Bandwidth is defined as full duplex equivalent (i.e., both up- and down-link requirements met concurrently). The proposed network services must provide symmetric broadband access in substantial compliance with IEEE standard 802.3ah (latest version). The BOROUGH also requires a negotiated and documented Service Level Agreement (SLA) that quantifies network performance requirements (i.e., frame delay, frame jitter, packet loss), availability, failure responsiveness, etc.

Metro Ethernet WAN Termination Points for each Facility (Attachment H) provides the ingress and termination points for each building. The list of buildings and bandwidths is dictated by the number of functional systems, applications and the amount of data being accessed routinely plus the reduction of risk and value added by moving computer hardware equipment back from a remote office environment to the BAC computer room.

The order, locations and bandwidth of the Metro Ethernet network system that SHALL be installed and managed (depending on available funding) are as follows:

Facility Name	Building Address	Required Bandwidth
Borough Administrative Center	809 Pioneer Road, Fairbanks	1 Gbps
Transportation Department	3175 Peger Road, Fairbanks	100 Mbps
Transit Park	501 Cushman Street, Fairbanks	100 Mbps
North Pole Branch Library	656 NPHS Blvd., North Pole	100 Mbps
Noel Wien Library	1215 Cowles Street, Fairbanks	100 Mbps
Animal Control	2408 David Road, Fairbanks	100 Mbps
Solid Waste Landfill	455 Sanduri Street, Fairbanks	100 Mbps
Big Dipper	1920 Lathrop Street, Fairbanks	100 Mbps
Facilities Maintenance	1885 Marika Road, Fairbanks	100 Mbps
Pioneer Park	2300 Airport Road, Fairbanks	50 Mbps
Carlson Center	2010 2nd Avenue, Fairbanks	50 Mbps

The nature of the BOROUGH's business is integrated such that its communication network is critical to the day-to-day operation of all aspects of the BOROUGH. Consequently, the reliability and backup alternatives of the network are of crucial concern, especially with regard to the Borough Administration itself.

The goal of this project is to have highly available, guaranteed and offeror managed connectivity between the above specified BOROUGH buildings. In the event that authorized funding is insufficient for installation of Metro Ethernet links to all of the above locations, the BOROUGH reserves the right to select those locations that SHALL be installed.

If bandwidth requirements change over the life of this contract, this contract SHALL allow for fair market increases or decreases in bandwidth to be negotiated.

Deliverables

- Offeror SHALL provide Metro Ethernet connections to each building with its specified bandwidth as a minimum.

- All network end points SHALL be delivered as RJ45 with the exception of the 1 Gbps connection at the BAC which SHALL be an LC or SC fiber termination.
- Offeror SHALL provide documentation and labeling of all circuit end points.
- Offeror SHALL preform the Borough's Service Level Agreement (SLA) support and maintenance as outlined in this RFP to each of the installed circuits for the life of the contract.

Minimum Requirements

In order for their proposals to be considered responsive, offerors must meet these minimum requirements:

1. Understanding of, Methodology used, and Implementation Schedule for Each Location

- 1.1. Offeror SHALL describe the purpose and scope of this project.
- 1.2. Offeror SHALL describe the methodology and equipment you will install to complete the project. Describe what issues or potential problems are related to this project, if any. Describe current and planned access speeds and network protocols supported by your organization.
- 1.3. Offeror SHALL provide the entire proposed implementation schedule with start and completion dates for the project and each identified building.

2. Management Plan including Your Proposed Service Level Agreement (SLA)

- 2.1 Single Point of Contact. Offeror SHALL identify a single point of contact for the BOROUGH to report trouble with the proposed service. This single point of contact SHALL be responsible for isolation and resolving problems with any component of the service including equipment provided by the contractor. Offeror SHALL identify the location of maintenance responders. **Five (5) percent of the evaluation weight shall be given to offerors whose maintenance team is located in the BOROUGH area.**
- 2.2 Maintenance Hours. The required minimum maintenance support availability is 8:00 AM to 5:00 PM, Monday – Friday (with Saturday preferred). Offeror SHALL take all reasonable actions to avoid degradation of the service. When Offeror considers that scheduled maintenance is required, offeror SHALL provide advance notice to the FNSB Network Services via email which SHALL be acknowledged prior to initiating scheduled service-impacting maintenance.
- 2.3 Quality of Service. Offeror SHALL describe policies and procedures if the guaranteed quality of service for the network is not met. The minimum required quality of service (QoS) to support the transmission of BOROUGH data, video, and voice over each network link is:
 - a. Maximum 150 milliseconds (<150 ms) one-way delay for voice and video packets
 - b. Maximum one-way packet jitter of <30 ms for voice and video traffic
 - c. Maximum voice and video packet loss of one percent (<1%)
- 2.4 Time to Respond. The maximum required response time (i.e., defined as the time between when a trouble ticket/call is submitted to the offeror and the initiation of work by a qualified technician to resolve that problem) is four (4) hours. Briefly describe your network operations center and the procedures currently in place to proactively identify and correct communications problems.
- 2.5 In the event that a major outage continues for four (4) hours, the offeror will escalate the condition to the offeror's management to insure that proper attention is given to the condition so that specific action can be developed to expedite restoration. Offeror shall indicate whether or not such an escalation procedure is a standard part of their normal maintenance.

- 2.6 Network Uptime. The BOROUGH practice for network uptime percentage is 99% during work hours. Offeror SHALL describe steps they will take to meet that practice and their process for reporting network problems and/or outages.
- 2.7 Continuity of Service. The Offeror SHALL designate a service executive to manage the FNSB services to assure continuity of service. Upon FNSB request, service outages deemed “critical” by the FNSB shall be “escalated” to the Offeror’s highest level of management for priority service restoration. Offeror SHALL describe escalation policies and procedures for problems and trouble tickets along with an organizational chart and contact information. Please indicate your rationale and maximum unscheduled downtime per incident before a replacement circuit is activated.
- Offeror must furnish immediate alternative traffic routing in the event of a network facility and / or network component failure.
- 2.8 Packet Prioritization. Offeror SHALL describe packet prioritization by type inside your network, as it relates to the delivery of BOROUGH critical data.
- 2.9 Problem Solving. Offeror SHALL outline policies and procedures for interfacing with the BOROUGH in the event of a major failure. Offeror SHALL describe how they will employ cooperative troubleshooting methodologies (i.e., the dialog between offeror and FNSB Network Services staff to resolve issues). Offeror SHALL notify FNSB if it determines that the malfunction and/or problem resides with the FNSB-owned equipment and systems and not with the provided facilities, services, and related items provided under this contract. The Offeror, however, SHALL work with FNSB equipment vendors to resolve and correct any malfunctions of the facilities, services, and related items provided under this contract due to interconnection issues and problems at no additional charge to the FNSB.
- 2.10 Bandwidth Verification. Offeror SHALL describe normal bandwidth guarantees and how it determines and tests bandwidth to a location. Discuss FNSB Network Services Staff access to the test results when requested.
- 2.11 Network Security. Offeror SHALL describe the policies and procedures that are currently in place which ensure the security and integrity of the proposed physical and virtual circuits.
- 2.12 Network Operations Center. Offeror SHALL provide 24 hours per day, 7 days per week, and 365 days per year (24/7 x 365) Network Operation Center (NOC) support. If a system outage occurs, the NOC SHALL inform the appointed Borough technical representatives and provide an estimated repair time. The support hot line SHALL also be available 24/7 x 365. Offeror SHALL describe how network monitoring is accomplished and indicate if FNSB Network Services Staff will have access to this monitoring.
- 2.13 Reporting. Offeror SHALL provide the FNSB Network Services division with a monthly report specifying bandwidth utilization and dropped packets for each location. Discuss other report options (i.e., summary and detail reports of all network outages, network availability, problem determination and continuous improvement efforts) available to the FNSB Network Services staff. Specify all charges (if any) for custom reporting services.
- 2.14 Vendor Service Review. On a periodic basis but not less than semi-annually, Offeror SHALL describe to the BOROUGH any new rate plans and service options, including additional discount plans, that become available and that may be useful to the BOROUGH. Offeror SHALL also provide the BOROUGH with written notice and copies of any revisions of the tariffs pursuant to which the BOROUGH obtains service.

- 2.15 Cost Reimbursement. Offeror SHALL reimburse the FNSB in the event of carrier failure. Any loss of services between four (4) to eight (8) hours SHALL be reimbursed to the FNSB as credit for one business-day's use. The credit SHALL be determined by calculating the average day for that month's usage pro-rated. Down-time SHALL be calculated mutually between the alarms and monitoring system installed on the FNSB network system and the Offeror's NOC.

3 Experience and Qualifications

- 3.1 Offeror SHALL provide a brief description of experience and qualifications that you will employ in completing this project.
- 3.2 Offeror SHALL provide at least three (3) references regarding similar projects.

4 Cost

- 4.1 Offeror's cost proposal SHALL list the monthly and annual cost for Metro Ethernet connections, management, and support in accordance with offeror's SLA for each facility over the five-year contract. The BOROUGH prefers that there be no one-time costs with your proposal.
- 4.2 Since there are 11 locations spaced throughout the BOROUGH, offeror's cost proposal will be evaluated cumulative. Compliant proposals whose total cost is above BOROUGH authorized funding may be accepted but FNSB SHALL determine which facilities to postpone from the project. If additional funds are appropriated by the Borough Assembly through the budget process, within one calendar year of the execution of this contract, the BOROUGH maintains the right to add in selected links at the proposed costs and new implementation dates SHALL be negotiated. Similarly, if bandwidth requirements change over the life of this contract, this contract SHALL allow for fair market increases or decreases in bandwidth to be negotiated.
- 4.3 Value will be determined not only from price but also based on the degree to which the proposed solution addresses the offeror's commitment to support the objectives of the E-Rate Program.

An offeror's failure to meet these minimum requirements SHALL cause their proposal to be considered non-responsive and their proposal will be eliminated from further consideration.

Work Schedule

The contract term and work schedule set out herein represent the BOROUGH'S best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule may be shifted by the same number of days.

The length of the Metro Ethernet installation, test and turnover portion of this contract SHALL be from the date of award, approximately September 2014, for approximately 60 calendar days until completion, approximately December 1, 2014.

The approximate contract schedule is as follows:

- Issue RFP – July 28, 2014
- Open RFP PROPOSAL SUBMITTALS – August 27, 2014
- Proposal Evaluation Committee completes evaluation – September 4, 2014
- BOROUGH issues Notice of Intent to Award a Contract – September 5, 2014
- BOROUGH obtains ASSEMBLY approval to award Contract – September 11, 2014
- BOROUGH issues contract – September 15, 2014
- Contractor returns signed contract – September 25, 2014
- Contract starts – October 1, 2014

SECTION SIX PROPOSAL FORMAT AND CONTENT

Proposal Format and Content

The BOROUGH discourages overly lengthy and costly proposals. In order for the BOROUGH to evaluate proposals fairly and completely, offerors must follow the format set out herein and provide all of the information requested.

Proposals must include the complete name and address of the company and the name, mailing address, and telephone number of the person the BOROUGH should contact regarding the proposal.

Submittal Format Requirements

Offerors are required to submit their proposals in accordance with the maximum number of pages and content requirements indicated in the following table. Proposals SHALL not be written in a font size smaller than 10 point in any portion of the document.

Each section of the offerors' proposal SHALL be keyed to the following identified Proposal Content Requirements and assembled in the order listed herein so that the requirement to which information or data applies SHALL be plainly evident at the top of each page. Material not so identified or assembled may be discarded without evaluation.

Information SHALL not include generalized promotional material, resumes, statement of experience, qualifications or capabilities, or other material that is not germane to the proposed agreement. Failure to provide a proposal in conformance with these requirements may cause a proposal to be declared non-responsive and eliminated from further consideration.

Maximum Number of Pages	Proposal Content Requirements
1	Item 1: Proposal Transmittal Form (with original signature) as the cover page of the proposal
0	Item 2: Copy of original RFP including Amendments (not counted)
6	Item 3: Understanding of, Methodology used, and Implementation Schedule for Each Location
24	Item 4: Management Plan including your Service Level Agreement (SLA)
6	Item 5: Experience and Qualifications
1	Item 6: Cost or Price Proposal
1	Item 7: Non-Collusion Affidavit
1	Item 8: Letter of Intent to meet Insurance/Bonding Requirements
1	Item 9: Copy of current Alaska Business License or current business license number shown on Proposal Transmittal Form.
41	MAXIMUM TOTAL PAGES FOR RFP SUBMITTAL

Proposal Content Requirements (Detailed)

Proposal Transmittal Form

The offerors SHALL include a fully completed and signed Proposal Transmittal Form as the cover sheet to the RFP. The Proposal Transmittal Form is located in Section Eight of this RFP. Failure to include this form fully completed and including an original signature SHALL cause the proposal to be declared non-responsive and eliminated from further consideration.

Minimum Requirements

Offerors SHALL indicate how they meet each of the minimum requirements, listed in Section Five of this RFP.

Understanding of, Methodology Used, and Implementation Schedule for Each Location

Offerors SHALL provide a narrative statement that generally illustrates their understanding of the purpose, scope, and requirements of the project. For each location, offerors SHALL provide a statement describing the method that will be used to install each Metro Ethernet link, depicting that location's schedule, and listing equipment and other deliverables provided to each site.

Management Plan including Borough's Service Level Agreement (SLA) support and maintenance as outlined in this RFP.

Offerors SHALL provide a comprehensive narrative statement that describes the management plan to meet the proposed project schedule and continuing management and maintenance of the Metro Ethernet WAN.

Offerors SHALL provide a response to the Borough's Service Level Agreement as outlined in Section Five, Scope of Work.

Offerors SHALL provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP, illustrate the lines of authority, designate the individual(s) responsible and accountable for the completion of each component and deliverable of the RFP.

Five (5) percent of the evaluation weight SHALL be given to vendors whose designated maintenance teams are located within the BOROUGH area.

Experience and Qualifications

Offerors SHALL provide a narrative description of the organization and experience of the project team specifically related to this RFP, our Point of Contact, and the maintenance organization that will manage the Metro Ethernet.

Offerors SHALL provide a list of three customers for whom they have provided similar services. The customer names, phone numbers and point of contacts SHALL be included. The BOROUGH may contact these references to evaluate the Offerors' past performance. Offerors who do not provide a minimum of three references may be considered non-responsive and eliminated from further consideration.

Cost or Price Proposal

Cost or price information SHALL NOT be included in any other part of the offeror's proposal unless specifically requested. Offerors are to complete the cost or price proposal form provided in Attachment G of this RFP.

The offeror SHALL state monthly prices for each location based on a **five-year contract**. Prices quoted for services must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that the services can be provided, without further cost. Prices quoted in this RFP must be exclusive of federal, state and local taxes. If the offeror believes that certain taxes are payable by the BOROUGH, the offeror may list such taxes separately, directly below the RFP price for the affected item. The price indicated is subject to review by the BOROUGH for any subsequent renewal. Cost price must include detailed E-Rate eligible and ineligible services.

The BOROUGH estimates an annual budget of **\$136,000** dollars to complete this project. Compliant proposals whose total cost is above this amount may be accepted but the BOROUGH SHALL determine which facilities to postpone from the project to keep within budget constraints. If additional funds are appropriated by the Borough Assembly through the budget process within one calendar year after execution of this contract, the BOROUGH maintains the right to designate implementation of some or all of the postponed links at the proposed monthly costs. Similarly, if bandwidth requirements change over the life of this contract, this contract SHALL allow for fair market increases or decreases in bandwidth costs to be negotiated.

Offerors SHALL submit a completed copy of the Non-Collusion Affidavit with their proposal. This form is provided in Section Eight of this RFP.

Letter of Intent to meet Insurance Requirements

Copy of current Alaska Business License or Current Business License Number shown on the Proposal Transmittal Form

SECTION SEVEN

EVALUATION CRITERIA AND CONTRACTOR SELECTION

Initial Evaluation

Initially, all proposals will be reviewed by the BOROUGH Purchasing Division to determine if they are administratively responsive to the RFP.

Those proposals that are administratively responsive will be distributed to the evaluation committee. First, the committee will determine if the proposal meets all of the minimum requirements. This is a pass/fail evaluation. Second, those proposals that pass the minimum requirements evaluation, will then be evaluated based on the evaluation criteria described below.

After this evaluation is complete, the BOROUGH may elect to request oral and/or written discussions with those offerors determined to be within the competitive range. Offerors SHALL be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers.

However, the BOROUGH may award a contract on the basis of initial proposals received, without requesting clarification, discussions or a best and final offer. Therefore, each initial proposal SHALL contain the Offeror's best terms from cost/price and technical standpoints.

Evaluation Criteria (Overview)

Each of the identified criterion has an assigned weight (whole numbers between 1 and 100) that is used to establish their relative importance in the evaluation process.

The criterion for this RFP is as noted here and defined in further detail in the rest of this section.

<u>Criterion</u>	<u>Weight</u>
Understanding the Project/Methodology/Schedule	10
Management Strategy/Service Level Agreement	30
Firm Experience and Qualification	10
Maintenance Team Location	5
Cost Proposal	45

Total Weight of All Criterion equals 100.

Award

Award SHALL be made to the responsive offeror whose proposal conforms to the solicitation and is determined in writing to be the most advantageous to the BOROUGH taking into consideration cost/price and the evaluation factors set forth in the Request for Proposals.

Evaluation Criterion (Detailed)

The following are examples of the type of questions that may be used in the evaluation process.

Understanding the Project/Methodology/Schedule

Weight of **“10”**.

- How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- How well has the offeror identified pertinent issues and potential problems related to the project?
- How well has the offeror demonstrated that it understands the deliverables the BOROUGH expects it to provide?
- How well has the offeror demonstrated that it understands the BOROUGH'S preferred time schedule (60 days) and can meet it?
- Does the implementation schedule for individual locations seem reasonable and achievable?
- How well does the methodology depict a logical approach to fulfilling the requirements of the RFP?

Management Strategy/Service Level Agreement

Weight of **“30”**.

- Has a single point of contact been identified?
- Has the location of the maintenance team been identified and where are they normally located?
- How well does the management plan illustrate the lines of authority, communication, and accountability?
- Is the organization of the project team clear?
- Has the maintenance support availability been specified (required minimum 8-5, Monday – Friday with Saturday preferred)?
- Does the proposed quality of service support data, video, and voice transmissions and meet minimum requirements? Does the offeror describe packet priority by type inside their network and relate that priority to BOROUGH data?
- Does the proposed response time (defined as the time between when a trouble ticket/call is submitted to the offeror and the initiation of work by a qualified technician to resolve that problem) practice meet or beat the four hour requirement?
- Does the proposed SLA fit the purpose and scope of the task towards achieving our goal of network uptime of 99%?
- Does the SLA discuss packet prioritization as it relates to the delivery of BOROUGH critical data?
- Does the offeror's proposed handling of unscheduled down time have established escalation policies and procedures to ensure timely resolution? Does the offeror have a rationale for a replacement circuit after several or prolonged major failure(s)?

- Does the offeror describe their policies and procedures for how they employ cooperative troubleshooting methodologies? Do they establish a process for notification and jointly resolving network problems?
- Does the offeror describe the policies and procedures that are currently in place which ensure the security and integrity of the proposed physical and virtual circuits?
- Does the offeror describe how they accomplish 24X7 network monitoring? Does the offeror describe how they determine and test bandwidth to each location? Will Network Services staff have access to this capability? Will Network Services staff have access to this monitoring?
- Does the offeror provide required reports specifying bandwidth utilization and dropped packets for each location on a monthly basis?
- Does the offeror detail their bill review, billing adjustment, and service assurance process?

Firm Experience and Qualification

Weight of “10”.

Questions regarding personnel.

- Do the Point of Contact and individuals assigned to the project have experience on similar projects?
- Are resumes complete and do they demonstrate backgrounds that would be desirable for those specific individuals engaged in the installation and continued management of the Metro Ethernet project?

Questions regarding the firm and three references.

- How well has the firm demonstrated experience in successfully completing similar projects on time and within budget?
- If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

Maintenance Team Location

Weight of “5”.

Identify the office location, city and state of the designated maintenance team for the proposed agreement. The office must be staffed between the hours of 8 AM to 5 PM, Monday thru Friday of the typical week, (excluding holidays). The office shall be separate from any personal residence. Each respondent will be granted 5 points if the maintenance team office is located in the Fairbanks North Star BOROUGH, 0 points if located elsewhere within Alaska.

Contract Cost or Price

Weight of “45”.

The primary consideration for evaluating the cost proposal is the total monthly and resultant annual cost of providing Metro Ethernet connections to all specified locations.

Since the BOROUGH estimates an annual budget of **\$136,000** dollars to complete this project, compliant proposals whose total cost is above this amount may be scored if they are deemed to be within the competitive range.

The maximum score for the Cost or Price Schedule included in this RFP, as provided by the offerors, SHALL be awarded to the firm offering the lowest total cost or price. Appropriate proportional scores SHALL be assigned to the other offerors using the following formula:

$$\frac{\text{Lowest proposal cost/price}}{\text{Offeror's proposal cost/price}} \times \text{maximum points available} = \text{Proposal Score}$$

SECTION EIGHT ATTACHMENTS

- A. Offeror's Checklist**
- B. Proposal Transmittal Form**
- C. Non-Collusion Affidavit**
- D. Sample Signer's Acknowledgement Form**
- E. Sample Services Contract**
- F. Cost/Price Schedule**

ATTACHMENT A OFFEROR'S CHECK LIST

Offerors are advised that, notwithstanding any instructions or inferences elsewhere in this Request for Proposal, the instructions provided and the documents shown on this sheet need be submitted with and made part of their proposal. Other documents may be required after the submittal deadline, but prior to award. Offerors are advised that failure to follow these instructions or submit the documents shown on this sheet and return the forms in the condition indicated MAY RENDER THE PROPOSAL NON-RESPONSIVE and eliminate it from further consideration,

NOTE: Only those instructions or items marked with an (X) are applicable to this procurement.

X	The Proposal Transmittal Form is to serve as the cover sheet for the offeror's proposal. One original of the Proposal Transmittal Form must be manually (original signature) signed and properly filled out. A copy of this form can be provided with the required number of proposal copies.
X	The person signing the proposal must initial all erasures or other changes. Note: "White Out" or other liquid correction methods must be initialed.
X	The offeror shall submit a letter of intent in their proposal indicating how they will meet insurance and/or bonding requirements of this RFP.
X	All amendments that require acknowledgment shall be acknowledged in the space provided on the Proposal Transmittal Form or by manually signing (original signature) the Amendment Sheet and submitting it prior to the submittal deadline.
X	The proposal must include a response to the Scope of Work as defined in Section Five, in accordance with proposal format instructions in Section Six.
X	The Non-Collusion Affidavit form must be completed and submitted with the offeror's proposal.
X	Offeror SHALL provide at least three (3) references regarding similar projects.
X	A cost/price schedule must be submitted in a separate sealed envelope from the technical proposal. Only one copy of the cost/price schedule shall be submitted.
X	A copy of current Alaska Business License shall be included in the proposal or the current license number be provided on the Proposal Transmittal Form, or provide a copy of the business license, within ten days of notice of award.

ATTACHMENT B PROPOSAL TRANSMITTAL FORM

This form is to be completed in full, signed and submitted as the cover sheet of the proposal.

I certify that I am a duly authorized representative of the firm listed below and that information and materials enclosed with this proposal accurately represent the capabilities of the office listed below for providing the services indicated and comply with all provisions in this RFP. In addition, I certify that I am a company officer empowered to bind the company to the requirements of this RFP and to our proposal. The BOROUGH is hereby authorized to request anyone identified in this proposal to furnish any pertinent information deemed necessary to verify information provided or regarding reputation and capabilities of the firm.

A. Amendments

The offeror represents to the BOROUGH that it has relied upon no oral representations from the BOROUGH or its consultants in the preparation of this proposal. If any amendments are issued to this RFP, offeror must acknowledge the receipt of such amendments in the space provided on the line below or by signing the amendment and submitting it before the submittal deadline, unless the amendment states otherwise. Proposals that fail to acknowledge receipt of amendments may be considered non-responsive and be eliminated from further consideration.

The offeror acknowledges receipt of the following Amendments: _____

B. Original Signature

This Transmittal Form must include an original signature. A proposal SHALL be considered non-responsive and eliminated from further consideration if an original signature is not included.

Signature of Representative

Office Address for which this submittal is made:

Date: _____

Street: _____

Name: _____

PO Box: _____

Title: _____

City State Zip: _____

Firm: _____

Phone/Fax: _____
(with area code)

Alaska Business License No.: _____

Email Address: _____

ATTACHMENT E

SAMPLE SERVICES CONTRACT

(This is a sample of the agreement that the successful proposer will be required to execute and return to the BOROUGH. Some paragraphs may change to reflect the terms and conditions of this RFP.)

1. **PARTIES.** The parties to this contract are the FAIRBANKS NORTH STAR BOROUGH ("BOROUGH"), and ENTER NAME ("Contractor").
2. **DUTIES.** The Contractor SHALL perform the duties specified in BOROUGH **RFP No. 15011** ("Solicitation"). The Contractor understands that the BOROUGH makes no representation that it will look exclusively to the Contractor for the type of services requested. The Contractor will perform its duties under this agreement as an independent contractor.
3. **QUALITY OF WORK.** The Contractor will perform its duties pursuant to (a) the specifications in the solicitation and (b) the Contractor's specifications or representations in its solicitation submittal. Should the specifications of the solicitation and the specifications or representations of the Contractor's resulting submittal differ, the higher specification is applicable and will control. If there are no specifications, the Contractor will perform its duties in a professional, workmanlike manner, and in compliance with the standards of the Contractor's trade.
4. **CONTRACT PRICE.** The BOROUGH will pay the Contractor ENTER THE AMOUNT. The BOROUGH will pay on the following terms: (e.g. monthly.) If there are no terms specified in the solicitation, the BOROUGH will pay the full contract price upon acceptance of performance. If the solicitation specifies payment terms of "As Requested," then payment for services will be paid for as the services requested are accepted. Under terms of "As Requested", the Contractor understands that the BOROUGH is not guaranteeing any minimum amount of such services to be requested and is under no obligation to expend any minimum amount of the contract price.
5. **CONTRACT TERMS.** The Contractor's duties begin on INSERT THE DATE or when both parties have signed this agreement, whichever is later. This agreement will end by its own terms, or the Contractor will complete performance no later than INSERT THE DATE.
6. **CONTRACT RENEWAL OPTION.**
 - 6.1. The BOROUGH reserves the option to renew this contract upon written agreement of both parties for INSERT NUMBER HERE additional one-year periods. All renewals are to be for a period of one year at the same terms, conditions, and price set forth herein.
 - 6.2. However the Contractor, at least 120 days prior to the contract anniversary date, may request in writing, changes to the terms, conditions and pricing. Approved changes cannot constitute substantial changes to the contract and must be supported with appropriate written documentation.
 - 6.3. The approval of any change(s) is at the sole determination of the BOROUGH.
 - 6.4. If the Invitation for Bid or Request for Proposal, upon which the original contract was issued, provides for changes to terms, conditions and pricing for a renewal period based on changes in price/cost indices or other criteria, the changes set forth in the IFB or RFQ will prevail.

7. FACILITIES AND LICENSES.

- 7.1. The Contractor will provide all facilities, equipment, supplies, services and personnel necessary to carry out its duties under this agreement.
- 7.2. The Contractor will obtain all necessary permits and other authorizations that are required by law to perform the services. During the contract term, the Contractor will remain in good standing under all such permits, and will comply with all applicable statutes, regulations, and ordinances.

8. OWNERSHIP OF DOCUMENTS. The BOROUGH owns all specifications, proposals, notes, logs, photographs, and all other documents that the Contractor develops in the performance of this agreement. The BOROUGH may use these documents without additional compensation to the Contractor. For one year after the BOROUGH'S final payment to the Contractor under this agreement, the Contractor will, at the request of the BOROUGH, provide the BOROUGH with any materials related to or developed in the performance of this agreement. The BOROUGH will pay the Contractor for reasonable search and copying charges related to such requests.

9. INSURANCE REQUIREMENTS. If you are unsure if your firm will be able to provide the insurance described in this section, please contact your insurance broker or agent before you submit your proposal.

- 9.1. During the term of the contract, the Contractor SHALL obtain and maintain in force the insurance coverage specified in this section with an insurance company rated "Excellent" or "Superior" by A. M. Best Company or specifically approved by the BOROUGH'S risk manager.
 - Commercial General Liability coverage, written on an occurrence basis, with limits of not less than \$1,000,000 per occurrence.
 - Automobile Liability coverage with a combined single limit of not less than \$1,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract.
 - Workers' Compensation coverage including Employer's Liability with limits of not less than \$100,000 each accident, \$500,000 disease—policy limit, and \$100,000 disease—each employee. All workers' compensation policies SHALL contain a waiver of subrogation clause in favor of the BOROUGH.
- 9.2. The insurer SHALL send the BOROUGH thirty (30) days written notice before it cancels, refuses to renew, or materially alters coverage required by this contract. The Contractor SHALL assure that the insurance policies include a provision requiring this prior notice.
- 9.3. During the contract term, the Contractor SHALL add and maintain the BOROUGH as an additional insured in the Contractor's commercial general liability policy. This policy will provide primary coverage for the BOROUGH, and it will provide that the policy treats each additional insured as though the insurer had issued separate policies.
- 9.4. Before providing any services under this contract, the Contractor will provide the BOROUGH with a certificate of insurance showing the coverage specified in this section in a form acceptable to the BOROUGH.
- 9.5. The aforementioned insurance requirements can be met through any combination of primary and excess/umbrella policies that fulfill the stipulated coverage as cited above.

10. PERFORMANCE BOND: During the term of the contract, and if required by the solicitation, the Contractor SHALL obtain and maintain in force a Performance Bond in the amount of, INSERT DOLLAR AMOUNT HERE, in a form approved by the BOROUGH.

11. INDEMNIFICATION, DEFENSE AND HOLD HARMLESS PROVISION:
 - 11.1. The Contractor SHALL defend, hold harmless and indemnify the BOROUGH, its officers, agents, and employees, against any claims, loss, and/or damages directly or indirectly arising from or claiming to arise from any injury to any person(s), damage to any property, or any economic loss, arising out of, in whole or in part, (1) the Contractor's performance or non-performance of its duties under this contract; and/or (2) any defect in any services provided by the Contractor. This duty to defend, indemnify, and hold harmless SHALL include the Contractor's responsibility for any and all foregoing claims, even if such claims are groundless, false, and/or fraudulent and any and all equitable relief, damages, costs and attorney fees except those caused by either the BOROUGH'S sole negligence or its willful misconduct.
 - 11.2. This obligation SHALL be continuing in nature and extend beyond the term of this agreement. The doctrine of equitable tolling extends the time within which an action for breach of this provision may be filed.
 - 11.3. "Contractor" and "BOROUGH" as used in this section, include the employees, agents, sub-contractors, and any other persons who are directly employed by or otherwise legally responsible, respectively to each party.

12. TERMINATION.
 - 12.1. Both parties may agree in writing to terminate this agreement at any time; either party may terminate the contract if the other party fails to perform in the manner called for in the contract; the BOROUGH may terminate the contract for its own convenience on thirty (30) days written notice; and the agreement will terminate if the Borough Assembly fails to appropriate necessary funds or repeals all or substantially all of the appropriations which fund this agreement.
 - 12.2. In case of default by the contractor, for any reason whatsoever, the BOROUGH may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost or other remedies under law or equity.
 - 12.3. If this contract is terminated, the contractor has no further duty to perform other than that work reasonably necessary to stop work in a safe and workmanlike manner. Likewise, if this contract is terminated, the BOROUGH has no further duty to pay the contractor except for the work satisfactorily completed or goods delivered and accepted, as of the date of termination, and the additional work completed as being reasonably necessary to stop work in a safe and workmanlike manner.

13. IMPOSSIBILITY TO PERFORM. The contractor is not liable for any failure to perform its obligations under this agreement, if that failure is caused by any unforeseeable force beyond the control of, and without the fault or negligence of, the contractor. For the purposes of this agreement, such forces SHALL mean any emergency under the Alaska Disaster Act (AS 26.23); war (whether declared or not); revolution; invasion; insurrection; riot; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment, or labor because of priority, allocation, or other regulations of any governmental authorities.

14. EQUAL OPPORTUNITY. The Contractor will fulfill all its legal duties under the civil rights laws of the State of Alaska and the United States, including, but not limited to AS 18.80, and the Civil Rights Act of 1964, 42 U.S.C. sec. 2000a and following. When subcontracting work, the Contractor agrees to use practices that assure equal opportunity to companies owned by women and minorities.

15. CONTRACT DOCUMENTS.
 - 15.1. If the parties enter into this agreement as a result of a BOROUGH Invitation for Bid, then the following documents constitute the whole agreement of the parties, and they prevail in the following order in the event of any inconsistency between them: This agreement, the specifications in the Invitation for Bid as issued by the BOROUGH, and the Contractor's bid form.
 - 15.2. If the parties enter into this agreement as a result of a BOROUGH Request for Proposal, then the following documents constitute the whole agreement of the parties, and they prevail in the following order in the event of any inconsistency between them: This agreement, the Request For Proposal as issued by the BOROUGH, and the proposal submitted by the Contractor.
 - 15.3. If the parties enter into this agreement as a result of a BOROUGH written Request for Quotation, then the following documents constitute the whole agreement of the parties, and they prevail in the following order in the event of any inconsistency between them: This agreement, the Request For Quotation as issued by the BOROUGH, and the written quote from the Contractor.
 - 15.4. If the parties enter into this agreement as a result of an oral Request for Quotation, then the following documents constitute the whole agreement of the parties, and they prevail in the following order in the event of any inconsistency between them: This agreement, and any statement of services attached to it. Any terms, which might have been discussed orally, are not binding on either party, unless incorporated in writing into this agreement.
 - 15.5. The BOROUGH purchase order to be issued for this work is a contract document. The terms specified on the BOROUGH purchase order for this work are subordinate to those in all other contract documents. This clause does not alter the order of predominance of contract documents as specified in other subsections of this section.

16. ETHICS. Bidder acknowledges that Section 16.70.030 of the Fairbanks North Star Borough Code provides as follows:
 - 16.1. "It SHALL be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
 - 16.2. It SHALL be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order."

Contractor agrees to follow the terms of this ordinance.

17. RELEASE. The BOROUGH assumes no responsibility for the loss or damage of Contractor's property placed on or in BOROUGH Owned property and the Contractor hereby expressly releases and discharges the BOROUGH from any and all liability for loss or damage to such property. The BOROUGH SHALL have the sole right to collect and sell or otherwise dispose of all articles left by the Contractor in any BOROUGH facility fifteen (15) days after the termination of this agreement.

18. OTHER.
 - 18.1. The Contractor may not assign any duties under this agreement without the prior written consent of the BOROUGH.
 - 18.2. This agreement binds the successors, heirs, personal representatives, and any assigns of the parties.
 - 18.3. Time is of the essence of this contract.
 - 18.4. Neither party waives its rights under this agreement if it fails to object when the other party fails to perform.
 - 18.5. Before paying the Contractor, the BOROUGH may deduct the amount of any debt from any source that the Contractor owes to the BOROUGH.
 - 18.6. The laws of the State of Alaska will govern the interpretation of this agreement. Any action arising from this contract will be filed in Fairbanks, Fourth Judicial District, State of Alaska.
 - 18.7. This agreement may be amended only in writing.
 - 18.8. The contract documents constitute the entire agreement between the parties, and supersede all prior agreements, representations, and negotiations.
 - 18.9. Any terms of this Agreement, by their nature, extend beyond the expiration or termination of this contract SHALL remain in effect until fulfilled.

19. REPRESENTATIVES. Each party may deliver notices under this agreement to the representative and address listed below:

Borough Representative: Jim Cobb, Director
Computer Services Department
Fairbanks North Star Borough
809 Pioneer Road (P. O. Box 71267)
Fairbanks, AK 99707

Contractor Representative: _____
Business Name: _____
Address: _____

FOR THE CONTRACTOR:

FOR THE FAIRBANKS NORTH STAR BOROUGH:

Authorized Representative

Luke Hopkins, Borough Mayor

Title: _____

Date: _____

Date: _____

APPROVED:

ATTEST:

Borough Attorney

Nanci Ashford-Bingham, Borough Clerk

Date: _____

Date: _____

ATTACHMENT F COST/PRICE SCHEDULE

CONSULTING SERVICES-ECONOMIC IMPACT

PRICE SCHEDULE Based on a 5-Year Contract

Vendor Name: _____

LOT ONE:

Facility/Service - Month Recurring	Building Address	Required Bandwidth	Date Completed	Monthly price	Multiply x 60 months	Total Five Year Contract
BAC	809 Pioneer Road, Fairbanks, AK	1 GBPS		\$		\$
Transportation Depart	3175 Peger Road, Fairbanks, AK	100 Mbps		\$		\$
Transit Park	Cushman Street, Fairbanks, AK	100 Mbps		\$		\$
NP Branch Library	656 NPHS Blvd., North Pole, AK	100 Mbps		\$		\$
Noel Wien Library	1215 Cowles Street, Fairbanks, AK	100 Mbps		\$		\$
Animal Control	2408 Davis Road, Fairbanks, AK	100 Mbps		\$		\$
Solid Waste Landfill	455 Sanduri Street, Fairbanks, AK	100 Mbps		\$		\$
Big Dipper	1920 Lathrop Street, Fairbanks, AK	100 Mbps		\$		\$
Facilities Maintenance	1885 Marika Road, Fairbanks, AK	100 Mbps		\$		\$
Pioneer Park	2300 Airport Road, Fairbanks, AK	50 Mbps		\$		\$
Carlson Center	2010 2nd Avenue, Fairbanks, AK	50 Mbps		\$		\$
Non-recurring fees				\$		\$
<i>Other Related Charges: (insert and number additional rows as necessary)</i>				\$		\$
Total Monthly Recurring Price				\$		\$

Engineers Hourly Rate	\$
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The offeror SHALL state prices in the units of issue on this RFP. Prices quoted for services must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the services can be provided, without further cost. Prices quoted in this RFP must be exclusive of federal, state and local taxes. If the offeror believes that certain taxes are payable by the BOROUGH, the offeror may list such taxes separately, directly below the RFP price for the affected item.

ATTACHMENT H

Metro Ethernet WAN Termination Points for Each Facility

Facility Name	Building Termination Point
Borough Administrative Center	2 nd Floor Network Services Room 232
Transportation Department	Main Phone demarcation (North wall of the western building)
Transit Park	Main phone demarcation point (adjacent to manager's office)
Animal Control	Boiler Room
Solid Waste Landfill	Oil Tank Room
Noel Wien Library	Server Room
Big Dipper	Under the South Stairwell
Facilities Maintenance	2 nd Floor Server Room (adjacent to stairway)
Pioneer Park	Boiler Room below the Civic Center
Carlson Center	North Rear Entrance Equipment Room (under the ticket office)
North Pole Branch Library	Server / Electrical Equipment Room 127